

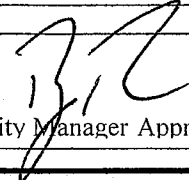


Report to the Auburn Urban Development Authority

Action Item

5

Agenda Item No.


 City Manager Approval

To: Chair and Authority Board Members
From: Bernie Schroeder, Director of Public Works *BS*
By: Carie Huff, Associate Civil Engineer *CH*
Date: October 10, 2011
Subject: Addendum to Foothill's Agreement for Streetscape Phase 2 Project

The Issue

Shall the Auburn Urban Development Authority authorize Addendum No. 3 to the Foothill Associate's Agreement for the Streetscape Phase 2 Construction Review and Administration Services?

Conclusion and Recommendation

Staff recommends that the Board, by **RESOLUTION**, authorize the Public Works Director to execute Addendum No. 3 to the professional services agreement with Foothill Associates for Administrative Services incurred during the updating of plans and specifications and re-bid for the Auburn Urban Development Authority's Streetscape Project Phase 2 as described in Exhibit A.

Background

At the March 28, 2011 meeting, the Auburn UDA rejected all bids for Streetscape Phase 2, directed staff to reduce the project scope and authorized permission to advertise the project again. The reduced project scope included all undergrounding and utility replacement, streetlights, curb, gutter and sidewalk placement from Joe Elder Bus Terminal to just past Pine Street. Additive alternates include asphalt paving overlay, addition of color to the sidewalk, decorative treatment of existing signal poles, irrigation and planting. At the April 25, 2011, the project was awarded to Hansen Brothers Enterprises based on this reduced scope.

The cost to revise the plans for all disciplines (civil, electrical, and landscape) and provide a reduced scope was not initially anticipated. Additionally, bidding services were provided twice.

Amendment No. 1 was for the flag pole relocation in an amount not to exceed \$4,998 and Amendment No. 2 was for additional survey for the driveway at 1128 Lincoln Way as directed by PG&E in an amount not to exceed \$2,000.

Alternatives Available to Council; Implications of Alternatives

1. Accept staff recommendations
2. Take no action.

Fiscal Impact

The cost for Addendum No. 3 is in an amount not to exceed \$15,800. Reimbursements from PCWA for waterline improvements in an amount of \$98,000 are expected to offset this cost.

Attachments: Amendment No. 3/Resolution



ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

SCOPE OF WORK - Not To Exceed

SEPTEMBER 27, 2011

CLIENT:

Bernie Schroeder

WITH:

City of Auburn

FROM: Kate Kirsh

**PROJECT: AUBURN UDA STREETSCAPE PHASE II,
ADDENDUM NO. 3**

TASK	DESCRIPTION	COST
One	<p>Update Plans and Re-Bid</p> <p>The project team updated the plans to reflect new project boundaries, reduced streetscape improvements, changes from initial bid process, and new utility locations as discussed with City Staff. Foothill Associates also managed an expedited bid process, answered contractor requests for information, and provided other services as needed to support re-bid process.</p> <p>The cost for updating the plans is as follows:</p> <p>Joint Trench: \$9,240 Civil Engineering: \$5,950 Electrical: \$2,090 Landscape Plans: \$6,975 (\$9,975 less \$3,000 remaining in original design budget) Reimbursable expenses: \$1,000</p>	\$25,255
	Budget Credit on Previously Scoped Tasks	\$9,455
	TOTAL:	\$15,800



TERMS AND CONDITIONS

This document constitutes an agreement for environmental consulting services to be provided by Whitney Environmental Consulting, Inc., dba Foothill Associates (FOOTHILL) on behalf of City of Auburn (CLIENT).

Services/Expenses:

Services to be provided by FOOTHILL under this agreement are described in the attached scope of work. Consulting Services shall be performed on a Not To Exceed basis. CLIENT also agrees to pay reimbursable expenses necessary for the performance of the services listed in the attached scope of work. Additional services beyond those outlined in the attached scope of work may be provided if confirmed in writing.

Landscape Architect agrees to provide its professional services in accordance with generally accepted professional standards. Landscape Architect agrees to put forth reasonable efforts to comply with codes, laws, and regulations in effect as of the date of this agreement. Landscape Architects are licensed by the State of California and/or the State of Nevada.

Billings/Payments:

Invoices for FOOTHILL'S services and expenses shall be submitted, at FOOTHILL'S option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FOOTHILL may, without waiving any claim or right against CLIENT, and without liability whatsoever to CLIENT, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, CLIENT shall pay all costs of collection.

Delay, Changes in Scope:

In the event that CLIENT requests a work stoppage of more than 45 days, FOOTHILL reserves the right to renegotiate our fees for the remaining work. Any required services additional to those specifically included herein shall be provided as an extra service on a time and material basis or at an agreed additional fixed fee amount. If the Scope of Work is significantly different from what is described herein, FOOTHILL reserves the right to renegotiate the fee for services based on a revised Scope of Work. Requests for additional consulting services by CLIENT from FOOTHILL beyond the Scope of Work will be billed on a time and materials basis.

Contract Assumptions, Adequacy of Base Data, Project Changes:

FOOTHILL assumes that any base data or engineering drawings provided by CLIENT in support of this Scope of Work are complete, accurate, and are adequate for use by FOOTHILL in completing the work described in this Scope of Work. If this is not the case, FOOTHILL, at CLIENTS expense, or CLIENT, will develop adequate supporting data.

Access to Project Site and Materials:

CLIENT agrees to comply with all requests made by FOOTHILL for information held by CLIENT reasonably necessary for the performance of FOOTHILL'S duties under this Agreement. FOOTHILL will have access to the project site for activities necessary for the performance of the services described in this Agreement. FOOTHILL will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Ownership of Documents:

All instruments of professional services prepared by FOOTHILL including, but not limited to, drawings and specifications are the property of FOOTHILL, and these documents shall not be reused without FOOTHILL'S written permission. FOOTHILL retains all rights, including copyright, of its documents. CLIENT or others are not permitted to use FOOTHILL'S documents to complete this project unless FOOTHILL is found to have materially breached this agreement. FOOTHILL reserves the right to include representations of the project in its promotional and professional materials.

Dispute Resolution:

Any claims or disputes made during performance of the services between CLIENT and FOOTHILL shall be submitted to non-binding mediation. CLIENT and FOOTHILL agree to include a similar mediation agreement with all contractors, sub contractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability:

CLIENT agrees that FOOTHILL'S total liability to CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of services for which invoices have been issued and payments have been received. Such causes include, but are not limited to, FOOTHILL'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services:

This agreement may be terminated by CLIENT at any time, upon written notice, prior to the completion of the terms of this agreement. In the event of termination, CLIENT shall pay FOOTHILL for reimbursable expenses and services rendered to the date of termination.

Board of Landscape Architects:

The California or Nevada Board of Landscape Architects regulates Landscape Architects. Any questions concerning a Landscape Architect may be referred to the Board at:

California Board of Landscape Architects
2420 Del Paso Road, Suite 105
Sacramento, CA 95834
Telephone: (916) 757-7230

Nevada Board of Landscape Architects
P.O. Box 17039
Reno, NV 89511
Telephone: (775) 530-4602

This agreement shall be interpreted in accordance with the laws of the State of California.

Offered by:

Kate Kirsh, Vice President	Date
For Whitney Environmental Consulting, Inc.	

Accepted by:

Bernie Schroeder	Date
For City of Auburn	

For Landscape Architect Services:

Kathleen M. C. Kirsh
California Landscape Architect License Number: 4362

Meredith M. Branstad
Nevada Landscape Architect License Number: 803

RESOLUTION NO. 11-

RESOLUTION TO AUTHORIZE ADDENDUM NO. 3 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH FOOTHILL ASSOCIATES FOR ADMINISTRATIVE
SERVICES FOR THE STREETScape PROJECT PHASE 2

THE AUBURN URBAN DEVELOPMENT AUTHORITY DOES HEREBY RESOLVE:

That the Auburn Urban Development Authority does hereby authorize the
Public Works Director to execute Addendum No. 3 to the professional services
agreement with Foothill Associates for administrative services incurred during
the updating of plans and specifications and re-bid for the Auburn Urban
Development Authority's Streetscape Project Phase 2 as described in Exhibit A.

DATED: October 10, 2011

William W. Kirby, M.D., Chair

ATTEST:

Joseph G. R. Labrie, Secretary

I, Joseph G. R. Labrie, Secretary of the Auburn Urban Development
Authority, hereby certify that the foregoing resolution was duly passed at a
regular session meeting of the Auburn Urban Development Authority held on
the 10th day of October by the following vote on roll call:

Ayes:

Noes:

Absent:

Joseph G. R. Labrie, Secretary